



Alan C. Lloyd, Ph.D.  
Agency Secretary  
Cal/EPA



## Department of Toxic Substances Control

8800 Cal Center Drive  
Sacramento, California 95826-3200



Arnold Schwarzenegger  
Governor

January 31, 2006

Mr. Paul R. Platner  
12354 Dogwood Road  
Grass Valley, California 95945

VOLUNTARY CLEANUP AGREEMENT, PETERSON PROPERTY, APN-05-100-23;  
NEVADA CITY, CALIFORNIA

Dear Mr. Platner:

The Department of Toxic Substances Control (DTSC) has enclosed a copy of the Draft Voluntary Cleanup Agreement (VCA) for the Peterson Property site on APN-05-100-23, Nevada City, California 95949. If you find the enclosed agreement acceptable, please sign and return the agreement. Upon returning the signed copy of the VCA document, DTSC will then sign and send you a copy of the fully executed document.

If you have any questions, please call Mr. Eric Wallberg, Project Manager for this VCA, at (916) 255-3749.

Sincerely,

Steven R. Becker, P.G., Chief  
Site Evaluation and Remediation Unit

Enclosures

cc: Mr. Thomas J. Knoch, P.G.  
P.O. Box 1685  
Cedar Ridge, California 95924

Mr. Eric Wallberg  
Project Manager  
Site Evaluation and Remediation Unit  
Northern California-Central Cleanup Operations Branch  
Department of Toxic Substances Control  
8800 Cal Center Drive  
Sacramento, California 95826-3200

STATE OF CALIFORNIA  
ENVIRONMENTAL PROTECTION AGENCY  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:	)	Docket No. _____
	)	
Peterson Property	)	Voluntary Cleanup
	)	Agreement
	)	
Project Proponent:	)	Health and Safety Code
Paul R. Platner	)	Section 25355.5(a)(1)(C)
12354 Dogwood Road	)	
Grass Valley, California 95945	)	
_____	)	

I. INTRODUCTION.

1.1 Parties. The California Environmental Protection Agency (EPA), Department of Toxic Substances Control (DTSC) enters into this Voluntary Cleanup Agreement (Agreement) with Mr. Paul R. Platner (Proponent).

1.2 Site. The property which is the subject of this Agreement, is located at 15589 American Hill Road, Nevada City, Nevada County, California 95959 (Site). The Site property consists of approximately 6.78-acres and is identified by Assessor's Parcel Number 05-100-23. A diagram of the Site and a location map are attached as Exhibit A and Exhibit B.

1.3 Jurisdiction. This Agreement is entered into by DTSC and Proponent pursuant to Health and Safety Code (H&SC) section 25355.5(a)(1)(C). This section

authorizes DTSC to enter into an enforceable agreement with Proponents to oversee the characterization and cleanup of a Site.

1.4 Purpose. The purpose of this Agreement is for the Proponent to complete a Preliminary Endangerment Assessment (PEA), develop a Removal Action Workplan (RAW), and conduct a Removal Action under the oversight of DTSC. The purpose of this Agreement is also for DTSC to obtain reimbursement from the Proponent for DTSC's oversight costs.

## II. BACKGROUND

2.1 Ownership. The Site is owned by Mr. Paul R. Platner.

2.2 Substances Found at the Site. Reports, containing the results of environmental media sampling conducted at the Site, indicate that the soil is contaminated with hazardous substances, including lead.

2.3 Physical Description. The approximately 6.78-acre project site is located along the westerly portion of the town of Nevada City, Nevada County, California, between American Hill Road to the north and Old Downieville Highway to the south. The Site and adjacent parcels are zoned for high-density residential land use. Topography across the site is moderately to steeply sloped, and a seasonal drainage course transects the eastern portion of the Site and flows into Deer Creek. The Site is primarily vegetated by oak, manzanita, pine and cedar. The property has several dirt roadways and an old metal building approximately 2,000 square feet in size. Discarded tires and scrap metal from motor vehicle salvage operations are disbursed throughout the Site in and around a moderately dense growth of under brush and conifer trees. The Site lies within the Nevada City/Grass Valley mining district where placer and underground gold mines were work during the late 1800s to mid 1900s.

2.4 Site History. Niel Peterson, the previous Site owner, has been investigated and cited by DTSC and the Nevada County Department of Environmental Health from the later 1980's until the property was sold to the project proponent. Violations included storage of hazardous waste in excess of 90-days and leaking drums of hazardous waste. The Proponent purchased the property from Mr. Peterson in anticipation of developing it for residential land use.

### III. AGREEMENT

3.0 IT IS HEREBY AGREED THAT DTSC will provide review and oversight of the response activities conducted by the Proponent in accordance with the Scope of Work contained in Exhibit C. The Proponent shall conduct the activities in the manner specified herein and in accordance with the schedule specified in Exhibit E. All work shall be performed consistent with H&SC section 25300 et seq., as amended; the National Contingency Plan (40 Code of Federal Regulations (CFR) Part 300), as amended; U.S. EPA and DTSC Superfund guidance documents regarding site investigation and remediation.

3.1 Scope of Work and DTSC Oversight. DTSC shall review and provide Proponent with written comments on all Proponent deliverables as described in Exhibit C (Scope of Work) and other documents applicable to the scope of the project. DTSC shall provide oversight of field activities, including sampling and remedial activities, as appropriate. DTSC's completion of activities described above shall constitute DTSC's complete performance under this Agreement.

3.2 Additional Activities. Additional activities may be conducted and DTSC oversight provided by amendment to this Agreement or Exhibits hereto in accordance with Paragraph 3.17. If DTSC expects additional oversight costs to be incurred related to these additional activities, it will provide an estimate of the additional oversight cost to the Proponent.

3.3 Agreement Managers. Mr. James L. Tjosvold, P.E. is designated by DTSC as its Manager for this Agreement. Mr. Thomas Knoch, P.G. is assigned by the Proponent as Manager for this Agreement. Each Party to this Agreement shall provide at least ten (10) days advance written notice to the other of any change in its designated manager.

3.4 Notices and Submittals. All notices, documents and communications required to be given under this Agreement, unless otherwise specified herein, shall be sent to the respective parties at the following addresses in a manner that produces a record of the sending of the notice, document or communication such as certified mail, overnight delivery service, facsimile transmission or courier hand delivery service:

3.4.1 To DTSC:

Mr. James L. Tjosvold, P.E.  
Attn: Mr. Eric L. Wallberg  
Northern California-Central Cleanup Operations Branch  
Site Mitigation and Brownfields Reuse Program  
Department of Toxic Substances Control  
8800 Cal Center Drive  
Sacramento, California 95826

3.4.2 To the Proponent:

Mr. Thomas Knoch, P.G.  
Geo Solutions  
P.O. Box 1685  
Cedar Ridge, California 95924

3.4.3 To the Property Owner:

Mr. Paul R. Platner  
12354 Dogwood Road  
Grass Valley, California 95945

3.5 DTSC Review and Approval. If DTSC determines that any report, plan, schedule or other document submitted for approval pursuant to this Agreement fails to comply with this Agreement or fails to protect public health or safety or the environment, DTSC may (a) return comments to the Proponent with recommended changes; or (b) modify the document as deemed necessary and approve the document as modified.

3.6 Communications. All DTSC approvals and decisions made regarding submittals and notifications will be communicated to the Proponent in writing by DTSC's Agreement Manager or his/her designee. No informal advice, guidance, or suggestions or comments by DTSC regarding reports, plans, specifications, schedules or any other writings by the Proponent shall be construed to relieve the Proponent of the obligation to obtain such written approvals.

3.7 Endangerment During Implementation. In the event DTSC determines that any activity (whether or not pursued in compliance with this Agreement) may pose an imminent or substantial endangerment to the health and safety of people on the Site or in the surrounding area or to the environment, DTSC may order the Proponent to stop further implementation of this Agreement for such period of time as may be needed to abate the endangerment.

3.8 Payment. The Proponent agrees to pay (1) all costs incurred by DTSC in association with preparation of this Agreement and for review of documents submitted prior to the effective date of the Agreement; and (2) all costs incurred by DTSC in providing oversight pursuant to this Agreement, including review of the documents described in Exhibit C and associated documents, and in providing oversight of field activities. An estimate of DTSC's oversight costs is attached as Exhibit D. It is understood by the parties that Exhibit D is an estimate and cannot be relied upon as the final cost figure. DTSC will bill the Proponent quarterly. Proponent agrees to make payment within sixty (60) days of receipt of DTSC's billing. Such billings will reflect any amounts that have been advanced to DTSC by the Proponent.

3.8.1 In anticipation of services to be rendered, Proponent shall make an advance payment of \$20,000 to DTSC. That payment shall be made no later than ten (10) days after this Agreement is fully executed. If the Proponent's advance payment does not cover all costs payable to DTSC under this paragraph, Proponent agrees to pay the additional costs within sixty (60) days of receipt of a bill from DTSC.

3.8.2 If any bill is not paid by the Proponent within sixty (60) days after it is sent by DTSC, the Proponent may be deemed to be in material default of this Agreement.

3.8.3 All payments made by the Proponent pursuant to this Agreement shall be by a cashier's or certified check made payable to the "Department of Toxic Substances Control", and bearing on its face the project code for the site (site #101778 and the docket number of this Agreement. Payments shall be sent to:

Department of Toxic Substances Control  
Accounting/Cashier  
1001 I Street, Floor 21-1  
P.O. Box 806  
Sacramento, California 95812-0806

A photocopy of the check shall be sent concurrently to DTSC's Agreement Manager/Regional Branch Chief.

3.8.4 If the advance payment exceeds DTSC's actual oversight costs, DTSC will provide an accounting for expenses and refund the difference within one hundred-twenty (120) days after termination of this Agreement in accordance with Paragraph 3.18. In no other case shall the Proponent be entitled to a refund from DTSC or to assert a claim against DTSC for any amount paid or expended under this Agreement.

3.9 Condition Precedent. It is expressly understood and agreed that DTSC's receipt of the advance payment described in Paragraph 3.8.1. is a condition precedent to DTSC's obligation to provide oversight, review and/or comment on documents.

3.10 Record Retention. DTSC shall retain all cost records associated with the work performed under this Agreement for such time periods as may be required by applicable state law. The Proponent may request to inspect all documents which support DTSC's cost determination in accordance with the Public Records Act, Government Code section 6250 et seq.

3.11 Project Coordinator. The work performed pursuant to this Agreement shall be under the direction and supervision of a qualified project coordinator, with expertise in hazardous substance site cleanup. The Proponent shall submit: a) the name and address of the project coordinator; and b) in order to demonstrate expertise in hazardous substance site cleanup, the resume of the coordinator. The Proponent shall promptly notify DTSC of any change in the identity of the Project Coordinator. All engineering and geological work shall be conducted in conformance with applicable state law, including but not limited to, Business and Professions Code sections 6735 and 7835.

3.12 Access. Proponent shall provide, and/or obtain access to the Site and offsite areas to which access is necessary to implement this Agreement. Such access shall be provided to DTSC's employees, contractors, and consultants at all reasonable times. Nothing in this paragraph is intended or shall be construed to limit in any way the right of entry or inspection that DTSC or any other agency may otherwise have by operation of any law. DTSC and its authorized representatives shall have the authority to enter and move freely about all property at the Site at all reasonable times for purposes including, but not limited to: inspecting records, operating logs, sampling and analytic data, and contracts relating to this Site; reviewing the progress of the Proponent in carrying out the terms of this Agreement; conducting such tests as DTSC may deem necessary; and verifying the data submitted to DTSC by the Proponent.



3.13 Sampling, Data and Document Availability. When requested by DTSC, the Proponent shall make available to DTSC, and shall provide copies of, all data and information concerning contamination at the Site, including technical records and contractual documents, sampling and monitoring information and photographs and maps, whether or not such data and information was developed pursuant to this Agreement.

3.14 Notification of Field Activities. The Proponent shall inform DTSC at least seven (7) days in advance of all field activities pursuant to this Agreement and shall allow DTSC and its authorized representatives to take duplicates of any samples collected by the Proponent pursuant to this Agreement.

3.15 Notification of Environmental Condition. The Proponent shall notify DTSC's Agreement Manager immediately upon learning of any condition posing an immediate threat to public health or safety or the environment. Within seven (7) days of the onset of such a condition, the Proponent shall furnish a report to DTSC, signed by the Proponent's Agreement Manager, setting forth the events which occurred and the measures taken in the response thereto.

3.16 Preservation of Documentation. The Proponent shall maintain a central repository of the data, reports, and other documents prepared pursuant to this Agreement. All such data, reports and other documents shall be preserved by the Proponent for a minimum of six (6) years after the conclusion of all activities carried out under this Agreement. If DTSC requests that some or all of these documents be preserved for a longer period of time, the Proponent shall either comply with that request, deliver the documents to DTSC, or permit DTSC to copy the documents prior to destruction. The Proponent shall notify DTSC in writing at least ninety (90) days prior to the expiration of the six-year minimum retention period before destroying any documents prepared pursuant to this Agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the

six year period, the related records shall be retained until the completion and resolution of all issues arising therefrom or until the end of the six-year period, which ever is later.

3.17 Amendments. This Agreement may be amended or modified solely upon written consent of all parties. Such amendments or modifications may be proposed by any party and shall be effective the third business day following the day the last party signing the amendment or modification sends its notification of signing to the other party. The parties may agree to a different effective date.

3.18 Termination for Convenience. Except as otherwise provided in this Paragraph, each party to this Agreement reserves the right unilaterally to terminate this Agreement for any reason. Termination may be accomplished by giving a thirty (30) day advance written notice of the election to terminate this Agreement to the other Party. In the event that this Agreement is terminated under this Paragraph, the Proponent shall be responsible for DTSC costs through the effective date of termination.

3.19 Exhibits. All exhibits attached to this Agreement are incorporated herein by this reference.

3.20 Time Periods. Unless otherwise specified, time periods begin from the date this Agreement is fully executed, and "days" means calendar days. "Business days" means all calendar days that are not weekends or official State holidays.

3.21 Proponent Liabilities. Nothing in this Agreement shall constitute or be considered a satisfaction or release from liability for any condition or claim arising as a result of Proponent's past, current, or future operations. Nothing in this Agreement is intended or shall be construed to limit the rights of any of the parties with respect to claims arising out of or relating to the deposit or disposal at any other location of substances removed from the Site.

3.22 Government Liabilities. The State of California (State) shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by the Proponent or by related parties in carrying out activities pursuant to this Agreement, nor shall the State be held as a party to any contract entered into by the Proponent or its agents in carrying out the activities pursuant to this Agreement.

3.23 Third Party Actions. In the event that the Proponent is a party to any suit or claim for damages or contribution relating to the Site to which DTSC is not a party, the Proponent shall notify DTSC in writing within ten (10) days after service of the complaint in the third-party action. Proponent shall pay all costs incurred by DTSC relating to such third-party actions, including but not limited to responding to subpoenas.

3.24 Reservation of Rights. DTSC and the Proponent reserve the following rights:

3.24.1 DTSC reserves its right to pursue cost recovery under the Comprehensive Environmental Response, Compensation and Liability act of 1980 (CERCLA), as amended, the California H&SC section 25360, and any other applicable section of the law.

3.24.2 Nothing in this Agreement is intended or shall be construed to limit or preclude DTSC from taking any action authorized by law or equity to protect public health and safety or the environment and recovering the costs thereof.

3.24.3 Nothing in this Agreement shall constitute or be construed as a waiver of the Proponent's rights, (including any covenant not to sue or release) with respect to any claim, cause of action, or demand in law or equity that the Proponent may have against any "person", as defined in Section 101(21) of CERCLA, or H&SC section 25319, that is not a signatory to this Agreement.

3.24.4 By entering into this Agreement, Proponent does not admit to any fact, fault or liability under any statute or regulation.

3.25 Compliance with Applicable Laws. Nothing in this Agreement shall relieve the Proponent from complying with all applicable laws and regulations, and the Proponent shall conform all actions required by this Agreement with all applicable federal, state and local laws and regulations.

3.26 California Law. This Agreement shall be governed, performed and interpreted under the laws of the State.

3.27 Severability. If any portion of this Agreement is ultimately determined not to be enforceable, that portion will be severed from the Agreement and the severability shall not affect the enforceability of the remaining terms of the Agreement.

3.28 Parties Bound. This Agreement applies to and is binding, jointly and severally, upon each signatory and its officers, directors, agents, receivers, trustees, heirs, executors, administrators, successors, and assigns, and upon any successor agency of the State that may have responsibility for and jurisdiction over the subject matter of this Agreement. No change in the ownership or corporate or business status of any signatory, or of the facility or Site shall alter any signatory's responsibilities under this Agreement.

3.29 Effective Date. The effective date of this Agreement is the date when this Agreement is fully executed.

3.30 Representative Authority. Each undersigned representative of the parties to this Agreement certifies that she or he is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the parties to this Agreement.

3.31 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document.

\_\_\_\_\_ Date: \_\_\_\_\_

James L. Tjosvold, P.E., Chief  
Northern California-Central Cleanup Operations Branch  
Site Mitigation and Brownfields Reuse Program  
Department of Toxic Substances Control

\_\_\_\_\_ Date: \_\_\_\_\_

Paul R. Platner

EXHIBIT A  
SITE DIAGRAM

AMERICAN HILL ROAD

APPROXIMATE PROJECT  
SITE BOUNDARY

SEASONAL DRAINAGE

**LEGEND**

- P4 • FIELD LOCATED  
PROPERTY CORNER
- (P22) AREA OF IDENTIFIED  
WASTE MATERIALS
- [Symbol] DIRT ROAD AND TRAIL

HIGHWAY

OLD  
DOWNEVILLE

North

Approximate Scale:  
1 inch = 100 Feet

**GEO V SOLUTIONS**

P.O. Box 1685

Cedar Ridge, CA 95924

**PETERSON PROPERTY INVESTIGATION**

15589 American Hill Road

Nevada City, Nevada County, CA

**SITE MAP WITH STAGING AREAS**

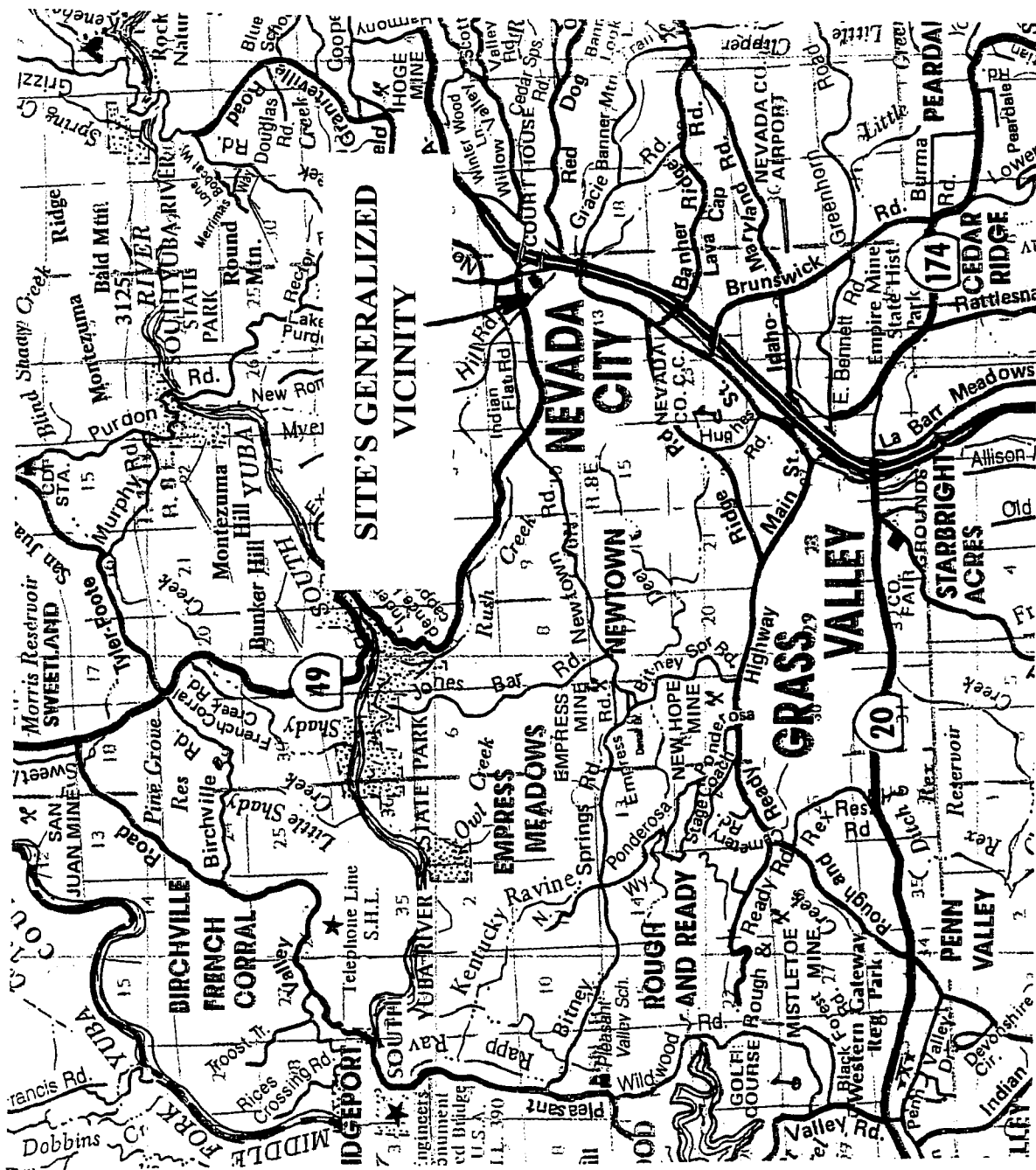
Figure No. 3

Date: 01/20/05

Project: 05-156

EXHIBIT B  
SITE LOCATION MAP





← NORTH

SCALE 1" = 2 Miles

## GEO V SOLUTIONS

P. O. BOX 1685

Cedar Ridge, CA 95924

## PETERSON PROPERTY INVESTIGATION

15589 American Hill Road

Nevada County, CA

## SITE VICINITY MAP

Figure No. 1

Date: 10/15/05

Project: 05-156

## EXHIBIT C

### SCOPE OF WORK

The following Tasks will be completed as part of this Agreement:

**TASK 1.     Submittal of Existing Data**

The Proponent will submit to DTSC all background information, sample analysis results, environmental assessment reports, and any other information pertinent to the hazardous substance management and/or release, characterization and cleanup of the Site. DTSC will review the information, identify areas and media of concern, and determine the additional work, if any, required to complete the investigation/remediation of the Site.

**TASK 2.     Preliminary Endangerment Assessment (PEA)**

Proponent shall conduct a PEA to determine whether a release or threatened release of hazardous substances exists at the Site which poses a threat to human health or the environment. The PEA shall be conducted in accordance with the DTSC guidance manual for evaluating hazardous substance release sites, titled: "Preliminary Endangerment Assessment Guidance Manual," State of California, Environmental Protection Agency, Department of Toxic Substances Control (January 1994). Documents which may be required as part of the PEA are:

- (a) PEA Workplan. This workplan shall include a sampling plan designed to determine the type and general extent of contamination at the Site; a health and safety plan addressing health and safety issues and safe work practices; and a quality assurance/quality control (QA/QC) plan to produce data of known quality.
- (b) PEA Report. This report will document whether a release has occurred or threatened release exists, the threat the Site poses to human health and the environment, and whether further action is necessary.

**TASK 3.     Removal Action Workplan (RAW)**

If DTSC determines a removal action is appropriate, the Proponent will prepare a RAW in accordance with H&SC sections 25323.1 and 25356.1. The RAW will include:

- (a) a description of the onsite contamination;
- (b) the goals to be achieved by the removal action;
- (c) an analysis of the alternative options considered and rejected and the basis for that rejection. This should include a discussion for each alternative which covers its effectiveness, implementability and cost;
- (d) administrative record list; and
- (e) a statement that the RAW serves as an equivalent document to the Engineering Evaluation/Cost Analysis document required by the National Contingency Plan.

If the proposed removal action does not meet the requirements of H&SC section 25356.1(h), the Proponent will prepare a Remedial Action Plan (RAP) in accordance with H&SC section 25356.1(c) for DTSC review and approval.

**TASK 4.     California Environmental Quality Act (CEQA)**

Based on the results of the draft Initial Study, DTSC will prepare the necessary CEQA documents. If required, the Proponent shall submit the information necessary for DTSC to prepare these documents.

**TASK 5.     Implementation of Final RAW**

Upon DTSC approval of the final RAW, the Proponent shall implement the removal action, as approved. Within thirty (30) days of completion of field activities, Proponent shall submit an Implementation Report documenting the implementation of the final RAW.

TASK 6.     Changes During Implementation of the Final RAP/RAW

During implementation of the final RAW or RAP and Remedial Design and Implementation Plan (RDIP), DTSC may specify such additions, modifications and revisions to the RAW or RDIP as deemed necessary to protect human health and safety or the environment or to implement the RAW or RAP.

TASK 7.     Public Participation

7.1     Proponent shall conduct appropriate public participation activities given the nature of the community surrounding the Site and the level of community interest. Proponent shall work cooperatively with DTSC to ensure that the affected and interested public and community are involved in DTSC's decision-making process. Any such public participation activities shall be conducted in accordance with H&SC sections 25358.7, the DTSC Public Participation Policy and Procedures Manual, and with DTSC's review and approval.

7.2     The Proponent shall prepare a community profile to examine the level of the community's knowledge of the Site; the types of community concerns; the proximity of the Site to homes and/or schools, day care facilities, churches, etc.; the current and proposed use of the Site; media interest; and involvement of community groups and elected officials.

7.3     The Proponent shall develop and submit fact sheets to DTSC for review and approval when specifically requested by DTSC. Proponent shall be responsible for printing and distribution of fact sheets upon DTSC approval using the approved community mailing list.

7.4     The Proponent shall publish, in a major local newspaper(s), a public notice announcing the availability of the RAW/RAP for public review and comment. The public comment period shall last a minimum of thirty (30) days.

7.5 DTSC may require that the Proponent hold at least one public meeting to inform the public of the proposed activities and to receive public comments on the RAW/RAP.

7.6 Within two (2) weeks of the close of the public comment period, the Proponent shall prepare and submit to DTSC a draft response to the public comments received.

7.7 If appropriate, the Proponent will revise the RAW/RAP on the basis of comments received from the public, and submit the revised RAW/RAP to DTSC for review and approval. The Proponent will also notify the public of any significant changes from the action proposed in the RAW/RAP.

**TASK 8. Deed Restrictions**

The parties agree that deed restrictions or land use restrictions may be necessary to insure full protection of the environment and human health. DTSC may require such deed restriction or land use restriction in the Final RAW/RAP. Proponent agrees to sign and record the deed or land use restrictions approved by DTSC.

**TASK 9. Operation and Maintenance (O&M)**

The Proponent shall comply with all O&M requirements in accordance with the final RAW, final RAP and/or RDIP. Proponent shall enter into an O&M Agreement, which includes financial assurance, with DTSC prior to certification of the Site.

**TASK 10. Discontinuation of Remedial Technology**

Any remedial technology employed in implementation of the final RAP/RAW shall be left in place and operated by the Proponent until and except to the extent that DTSC authorized the Proponent in writing to discontinue, move or modify some or all of the remedial technology because the Proponent has met the criteria specified in the final RAW/RAP for its discontinuance, or because the modifications would better achieve the goals of the final RAW/RAP.

TASK 11. Quality Assurance/Quality Control (QA/QC) Plan

All sampling and analysis conducted by the Proponent under this Agreement shall be performed in accordance with a QA/QC Plan submitted by the Proponent and approved by DTSC. The QA/QC Plan will describe:

- (a) the procedures for the collection, identification, preservation and transport of samples;
- (b) the calibration and maintenance of instruments;
- (c) the processing, verification, storage and reporting of data, including chain of custody procedures and identification of qualified person(s) conducting the sampling and of a laboratory certified or approved by DTSC pursuant to H&SC section 25198; and
- (d) how the data obtained pursuant to this Agreement will be managed and preserved in accordance with the Preservation of Documentation section of this Agreement.

TASK 12. Health and Safety Plan

The Proponent will submit a Site Health and Safety Plan in accordance with California Code of Regulations, Title 8, section 5192 and DTSC guidance, which covers all measures, including contingency plans, which will be taken during field activities to protect the health and safety of the workers at the Site and the general public from exposure to hazardous waste, substances or materials. The Health and Safety Plan should describe the specific personnel, procedures and equipment to be utilized.

Department of Toxic Substances Control  
Exhibit D  
**COST ESTIMATE: Peterson Property**  
*Includes Direct and Indirect Cost Rates \**

TITLE	Project Manager	Legal Staff	Toxicology Staff	Geology	HQ CEQA	Industrial Hygiene	Public Participation	Supervisor	Tech. Sr.	Clerical
CLASSIFICATION	HSS/HSE	Counsel	Toxicologist	HSEG	AEP	AIH	PPS	SHSE/SHSS	SHSE/SHSS	WPT
TASKS										
Agreement Negotiation/Preparation	8	2						2		2
PEA	60		40	6			12	4	2	2
RI/FS Workplan										
RI Report										
FS Report										
Baseline Risk Assessment										
Public Participation	30						30	1		4
CEQA	24				20			2		3
RAP/RAW	24							4		2
Response to Comments	8							2		1
Health and Safety Plan	4									
Implementation Oversight	27									
Completion/Implementation Report	16							2		2
Deed Restriction										
O&M Agreement										
Certification	6							2		1
O&M Manual										
Total Hours/Class	207	2	40	6	20	0	42	19	2	17
Total Hours	355									
Hourly Rate/Class	\$117	\$162	\$131	\$137	\$108	\$122	\$109	\$135	\$153	\$66
Total Cost/Class	\$24,219	\$324	\$5,240	\$822	\$2,160	\$0	\$4,578	\$2,565	\$306	\$1,122

Total Estimated Costs	\$41,336
Past Costs	
Grand Total Costs	\$41,336

\* Indirect rate used for calculations = 172.79%

## EXHIBIT E

### PETERSON PROPERTY TASK SCHEDULE

<b>TASK</b>	<b>SCHEDULE*</b>
Draft PEA report	Within 30-days of signing VCA
DTSC review/comment on PEA report	Within 30-days of receipt of draft PEA report
Finalize PEA report	Within 10-days of DTSC comments on the draft PEA report
DTSC PEA report approval	Within 15-days of receipt of finalized PEA report
Draft Removal Action Work Plan (RAW) [including a quality Assurance/Quality Control Plan (QA/QC), Draft CEQA Initial Study, and a Health and Safety Plan]	Within 45-days of receipt of DTSC comments on PEA report
DTSC review/comment on RAW	Within 20-days of receipt of draft RAW
Finalize RAW	Within 10-days of DTSC comments on the draft RAW
DTSC RAW approval	Within 15-days of completion of 30-day public comment period for RAW and CEQA
Implement RAW	Within 30-days of receipt of DTSC approval of RAW
Draft RAW Report	Within 30-days of completion of field activities
DTSC review/comment on draft RAW Report	Within 15-days of receipt of draft RAW Report
Finalize RAW Report	Within 10-days of DTSC comments on the draft RAW Report
DTSC RAW Report approval	Within 15-days of receipt of Final RAW Report
DTSC Certify Site	Within 30-days of RAW Report approval

\*All days are calendar days unless specified otherwise.